

# Terms of Use

These terms of use constitute a legal binding agreement between you (individual or organization) and Orenct Limited (hereafter called “us”) with respect to your access and use of the www.cowboysnake.com website and the Cowboy Snake app, and any other communication method, communication channel, websites for mobile or any other related application, linked to or connected with (generally called the “Website” and the “App”). Cowboy Snake is a distributed application running on the Binance Smart Chain, use the smart contracts of the information to be specially developed and allow the users to own, transfer, fight and make hybridization for items in application. It also allows the users to own and convert to other digital assets such as Snakes, eggs and items. Then, these contents can be displayed on a website within our application ecosystem. The Smart contracts and the Website are generally called in these Terms as the “Application”. Using Application, users can view their assets and use Smart Contracts to buy, trade, fight and make hybridization for creatures with other users of the Application

WE ONLY ALLOW YOU TO USE THE APPLICATION IF YOU ACCEPT ALL OF THESE TERMS. BY USING THE APP, SMART CONTRACTS, WEBSITES OR ANY PART OF THEM OR BY CLICKING ON “I ACCEPT” BELOW OR INSPECT YOUR ACCEPTANCE IN THE PARTICIPATION BOX, YOU CONFIRM THAT YOU HAVE READ, UNDERSTAND, AND AGREE BY ALL OF THESE TERMS OF USE. IF YOU DON'T AGREE AND/OR ACCEPT ALL OF THESE TERMS OF USE, YOU ARE SURELY BANNED TO USE THE WEBSITE, APPLICATION AND SMART CONTRACTS AND YOU MUST STOP USING IMMEDIATELY

Terms and conditions or additional documents that may be posted on the Website, Applications and Smart Contracts from time to time are expressly incorporated inhere by reference. We reserve the right, with our own decision, to make changes or adjustments to these Terms of Use at any time and for any reason. We will notify you of any changes by updating the “Last Updated” of these Terms of Use. It is your responsibility to periodically review these Terms of Use to keep them up to date. You will abide by, and will be deemed to have known, and accepted the changes to any revised Terms of Use by continuing to use of the Website, the Application and the Smart Contract after the date such revision of such Terms of Use is posted.

The information on the Website, Applications and Smart Contracts is not intended for distribution or use to any person or organization in any jurisdiction or country where such distribution or use will be contrary to law or regulation or require us to register or claim in the jurisdiction of that country. Accordingly, those who choose to access the Website and/or the App from other locations and do so on their own initiative and are solely responsible for compliance with local laws and to the extent that local laws are method is applied.

Users must be 18 years of age or older to access this website. Persons under the age of 18 are not allowed to use or register the Website, Applications and Smart Contracts

## I. USER REPRESENTATIVES

By using the Website, Applications and Smart Contracts, you represent and warrant that:

1. All registration information you submit will be true, correct, up-to-date and complete
2. You will maintain the accuracy of such information and promptly update such registration information as necessary
3. You have full legal capacity and you agree to abide by these Terms of Use
4. You are not a minor in your jurisdiction of residence.

5. You will not access the Website, Applications and Smart Contracts through automated and non-human means, whether through bots, scripts or otherwise. Unless explicitly mentioned here:

- Manage data allowed by the application
- Build public bots and tools that facilitate transparency and analytics

6. You will not use the Website, Applications and Smart Contracts for any illegal and unauthorized purposes

7. Your use of the Website, Applications and Smart Contracts will not violate any applicable laws or regulations. If you provide any information that is untrue, inaccurate, not up to date or incomplete, we reserve the right to suspend or terminate your account and refuse any and all use Current or future Websites, Applications and Smart Contracts (or any part of the app).

8. You can only play on one account in any 24 hour period

9. As the owner of the NFT items in the app, you are responsible for the actions of any "partners" (players hired by you) playing on your behalf and for their actions may have consequences for any connected accounts you own.

10. You have not been placed on any trade embargo or economic sanctions list.

11. You are completely transparent and sober, without any threat or compulsion when using the application. You are completely voluntary

## **II. USER REGISTRATION**

You may be required to register with the Website, Applications and Smart Contracts. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reconfirm or change the username that you choose if your username violates our own rules of ethics and regulations, that That username may be rejected if it is inappropriate, obscene, inflammatory, and violent.

## **III. PROHIBITED ACTIVITIES**

1. You may not access or use the Website, Application and Smart Contract for any other purpose than for which we provide the Website, Application and Smart Contract. The Website, Applications and Smart Contracts may not be used in connection with any commercial endeavors except as agreed in a binding legal contract with Orenct Limited.

2. Systematically obtain data or other content from the Website, Applications and Smart Contracts to create or compile a collection directly or indirectly, compile database or directory that without our written permission.

3. Make any unauthorized use of the Website, Applications and Smart Contracts, including collecting user names and/or email addresses by electronic means or other means for the purpose of sending unsolicited email or creating user accounts by automated or fraudulent means.

4. Use shopping robots or any automated purchasing software to make purchases on the Website, Applications and Smart Contracts

5. Use of Websites, Applications and Smart Contracts to advertise or offer to sell goods and services

6. Take part in the creation of unauthorized frames or links to Websites, Applications and Smart Contracts.
7. Scam, cheat or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
8. Misuse our support services or submit a false report of abuse or misconduct.
9. Join in any automated use of the system, such as using scripts to send comments or messages, or using any data miners, robots or tools similar data collection and extraction, except as mentioned in I.5)
10. Obstruct, disrupt or create an undue burden on the Website, Applications and Smart Contracts or networks or services connected to the Website.
11. Disrupt, disable or interfere with the security-related features of the Website, Applications and Smart Contracts, including features that prevent or restrict any use or copying Content or enforce restrictions on use of the Website, Applications and Smart Contracts and/or the Content contained therein.
12. Attempts to impersonate another user or person or use another user's username.
13. Sell or transfer to your profile
14. Use any information obtained from the Website, Applications and Smart Contracts to harass, abuse or harm others.
15. Harass, threaten or intimidate any of our employees or agents engaged in providing any part of the Website, Applications and Smart Contracts to you.
16. Use the Websites, Applications and Smart Contracts as part of any attempt to compete with us or use the Websites, Applications and Smart Contracts and/or Content for any revenue-generating endeavor or commercial enterprise.
17. Decompile, disassemble or reverse engineer any software that includes or in any way forms part of the Website, the Applications and the Smart Contracts.
18. Attempts to bypass any Website measures designed to prevent or restrict access to the Website, or any part of the Website, Applications and Smart Contracts.
19. Delete copyright or other proprietary notices from any Content
20. Copy or adapt the Website's software, including but not limited to Flash, PHP, HTML, JavaScript or other code.
21. Upload or transmit (or attempt to upload or transmit) viruses, Trojan horses virus or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), causing interfere with any party's interrupted use of the Website or modify, impair, disrupt, alter or otherwise interfere with the use, features, functionality, operate or maintain the Website, Applications and Smart Contracts.
22. Upload or transmit (or attempt to upload or transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, communication formats explicit graphics ("gifs"), 1 × 1 pixel, web bugs, cookies or other similar devices (sometimes referred to as "spyware" or "passive collection" or "pcms").
23. Except as may be the result of using standard search engines or Internet browsers, use, launch, develop or distribute any automated system, including but not limited to , any crawlers, bots, cheat utilities, scanners or offline readers accessing the Websites, Applications and Smart Contracts, or using or launching any unauthorized scripts or other software.
24. Propagating false information that affects our image and brand in any way

25. Use the Website, Applications and Smart Contracts in a manner inconsistent with any applicable law or regulation

## **IV. FEES AND PAYMENTS**

We will release an initial amount of NFT Snakes on the Marketplace, then we will release additional NFT Snakes according to the route or time an egg is hatched on the Website and/or App, activities such as buying and selling NFT Snakes or NFT Eggs (both referred to as “NFT Items”) will be charged a certain fee and we may change this type of transaction fee at any time to suit the market development. Any financial transactions that you participate in, will only be done via the Blockchain from a wallet such as MetaMask (or the wallet that the application is associated with). We will have no insight or control over these payments or transactions, nor the ability to reverse any transactions. So, we shall not be liable to you or to any third party for any claim or damage that may arise as a result of any transaction you enter into via the Website and/or Application or use of Smart Contracts or any other transactions you make through the Binance Smart Chain.

Binance Smart Chain (BSC) requires payment of transaction fees (“Gas Fees”) for every transaction that occurs on the Binance Smart Chain. Gas fees fund the network of computers running the decentralized Binance Smart Chain. This means that you will need to pay a Gas Fee for each transaction that occurs through the App.

In addition to the Gas Fee, each time you use a Smart Contract to make a transaction with another user through the App, you authorize us to collect a commission of 2.5% of the total value of that transaction (one at a time, one “commission”) . You acknowledge and agree that the Commission will be transferred directly to us via the Binance Smart Chain Network as part of the transaction.

Between us, you will be solely responsible for the payment of any and all sales, uses, value-added and other taxes, duties and assessments (except taxes on net income us) now or hereafter required or imposed by any government agency (collectively, “Taxes”) in connection with your use of the Application (including, without limitation, any Taxes that may pay by your owning, transferring or making hybridization for any of your Axes). Except for income tax counted on Cowboy Snake

1. You will pay or refund us all national, federal, state, local taxes and assessments, or other taxes of any jurisdiction, including value-added tax and taxes required by international tax treaties, customs or other import-export taxes. And the amount charged in lieu of such agreements is based on fees charged, services rendered or payments made hereunder, as may now or hereafter be imposed under of any country, state, locality or any other tax jurisdiction.

2. You will not be entitled to deduct the amount of any such tax, duty or assessment from payments to us under these Terms

## **V. REGISTRATION INFORMATION**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information regarding the Website, the Applications and the Smart Contracts (“Submissions”) provided by you to us are non-confidential and should become our sole property. We should own exclusive rights, including all intellectual property rights, and should be entitled to the unrestricted use and dissemination of these Submissions to any lawful purpose, commercial, or otherwise, without acknowledgment or compensation for you. You hereby waive any moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there should be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **VI. THIRD-PARTY CONTENT AND WEBSITE**

The Website and/or the Application (or you may be sent via the Website and/or the Application) links to other websites ("Third-Party Websites") as well as articles, photograph, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Website and/or the Application, or any Third-Party Content posted on, available through, or installed from the Website and/or the Application, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Website and/or the Application and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk and you should be aware of these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Website and/or the Application or relating to any applications you use or install from the Website and/or the Application. Any purchase you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products and services offered on Third-Party Websites and you should hold us harmless from any harm caused by your purchase of such products and services. Additionally, you should hold us harmless from any losses sustained by you or harm caused to you relating to resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## **VII. ADVERTISER**

We allow advertisers to display their advertisements and other information in certain areas of the Website and the Application such as sidebar advertisements or banner advertisements. If you are an advertiser, you should take full responsibility for any advertisements you place on the Website and/or the Application, and any services provided on the Website and/or the Application, or products sold through those advertisements. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Website and/or the Application, including, but not limited to, intellectual property rights, publicity rights, and contractual rights. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

## **VIII. TERMINATION**

These Terms of Use remain in full force and effect while you use the Website, the Applications and the Smart Contracts. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE WEBSITE, THE APPLICATIONS AND THE SMART CONTRACT (INCLUDING BLOCKING CERTAIN IP ADDRESSES) TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE, THE APP AND THE SMART CONTRACT OR DELETE YOUR ACCOUNT WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or a borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating and suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress

## **IX. GOVERNED REGULATIONS**

These Terms of Use and your use of the Website, Applications and Smart Contracts are governed by and construed in accordance with the regulations of the Bahamas in the Caribbean region applicable to agreements made and fully performed in the Bahamas, without regard to its conflicts of law principles

## **X. DISPUTE AND RESOLUTION**

### **1. Informal negotiations**

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

### **2. Binding Arbitration**

If a Party is unable to resolve a Dispute through informal negotiations, the Disputes (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer-Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org). Your arbitration fees and your share of arbitration compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, we will pay all the arbitration fees and expenses. Except where otherwise required by the applicable AA rules or applicable law, the arbitration can take place in the Bahamas Islands. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgement on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in the Bahamas Islands, and the Parties hereby consent to and waive all defenses of lack of personal jurisdiction, and forum non-conveniens with respect to venue and jurisdiction in such state and federal courts.

In no event shall any Dispute brought by either Party related in any way to the Site, the App and the Smart Contracts be commenced more than one (1) year after the cause of the action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed or jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

### **3. Exceptions to the Informal Negotiations and Arbitration**

The Parties agree that the following Disputes are not subject to the above provision concerning informal negotiations and binding arbitration: (a) any Dispute seeking to enforce or protect, or concerning the validity of, and of the intellectual property rights of a Party, (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal and unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed or jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

## **XI. DECLARE RESPONSIBILITY DENIAL**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SITE, THE APP AND THE SMART CONTRACTS ARE AT YOUR SOLE RISK, AND THAT THE SITE, THE APP AND THE SMART CONTRACTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SITE, THE APP AND THE SMART CONTRACTS AND ANY PART OF IT (INCLUDING, WITHOUT LIMITATION, THE SITE, ANY SMART CONTRACT, OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE SITE, THE APP AND THE SMART CONTRACTS WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE SITE, THE APP AND THE SMART CONTRACTS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) USAGE DATA PROVIDED THROUGH THE SITE, THE APP AND THE SMART CONTRACTS WILL BE ACCURATE, (III) THE SITE, THE APP AND THE SMART CONTRACTS OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE SITE, THE APP AND THE SMART CONTRACTS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (IV) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE SITE, THE APP AND THE SMART CONTRACTS WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE TO YOU FOR ANY LOSSES THAT YOU INCUR AS A RESULTS OF YOUR USE OF THE BINANCE SMART CHAIN NETWORK, AND WALLETS LIKE METAMASK, INCLUDE BUT NOT LIMIT FOR ANY LOSS, DAMAGE FROM: (A) USER ERROR, LIKE FORGET YOUR PASSWORD OR INCORECTLY STRUCTRE SMART CONTRACTS OR OTHER TRANSACTIONS; (B) SERVER FAILURE OR DATA LOSS; (C) THE WALL FILTER IS FAULTY; (D) THIRD PARTY UNDERGRADUATE ACCESSORIES OR ACTIVITIES, INCLUDING BUT NOT LIMIT FOR THE USE OF VIRUSES, PHISHING, BRUTE FORCING OR OTHER MEANS OF DOOR HITTING ANTI APPLICATION, BINANCE SMART CHAIN OR ELECTRONIC WALL METAMASK

## **XII. LIMITATION OF LIABILITY**

YOU UNDERSTAND AND AGREE THAT WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF

LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE AND ACKNOWLEDGE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE SITE, THE APP AND THE SMART CONTRACTS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF (A) THE AMOUNTS YOU ACTUALLY PAID US UNDER THESE TERMS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR (B) ONE HUNDRED (100) US DOLLAR.

YOU AGREE AND ACKNOWLEDGE THAT WE HAVE MADE THE SITE, THE APP AND THE SMART CONTRACTS AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US. WE WOULD NOT BE ABLE TO PROVIDE THE SITE, THE APP AND THE SMART CONTRACTS TO YOU WITHOUT THESE LIMITATIONS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME JURISDICTIONS ALSO LIMIT DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR PERSONAL INJURY FROM CONSUMER PRODUCTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO PERSONAL INJURY CLAIMS

### **XIII. LIMITATION OF LIABILITY**

You accept and acknowledge each of the following:

1. The price of blockchain assets is very volatile. The volatility in the prices of other digital assets can affect seriously and disadvantageously to the value of your NFT Snakes, NFT Eggs (generally called your NFTs), which may also be under the significant price fluctuations. We cannot guarantee that any buyer of NFTs will not lose money.
2. You are solely responsible for determining any taxes, if any, apply to transactions involving your NFTs. Cowboy Snake is not responsible for determining the taxes applicable to your transactions on the App, Website or Smart Contract.
3. The application does not store, send or receive NFTs. This is because NFTs only exist thanks to a record of ownership maintained on the App's supporting blockchain on the Binance Smart Chain network. Any conversion of NFTs occurs only on the Binance Smart Chain network.
4. There are risks associated with the use of Internet-based currencies, including, but not limited to, risks of hardware, software and Internet connections, risks of the introduction of malware and the risk that third parties may gain unauthorized access to the information stored in your wallet. You accept and acknowledge that Cowboy Snake will not be responsible for any communication errors, interruptions, errors, distortions or delays that you may experience while using the Binance Smart Chain network and for any such cause. is different.
5. The lack of use or lack of public interest in the creation and development of distributed ecosystems can negatively impact the development of the Cowboy Snake ecosystem, and therefore, utility or price. Potential value of Cows, NFTs and RIM may be affected



6. The regulatory mechanism governing blockchain technology, cryptocurrencies and tokens is uncertain and new regulations or policies may adversely affect the development of the Cowboy Snake ecosystem and thus, the utility or potential value of Cows, NFTs and RIMs may be affected

7. Orenct Limited's planned or unscheduled upgrades for products in the company's ecosystem are only intended to serve the quality of the application, not as an investment promotion factor, and we are not responsible for any loss of money that you or the organization arbitrarily invest according to outside information.

8. Upgrading to a higher inter version may cause unexpected effects on assets of the old version

## **XIV.CONFIRMATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by third party due to or arising out of: (1) use of the Site, (2) breach of these Terms of Use, (3) any breach of your representations and warranties set forth in these Terms of Use, (4) your violation of the rights of a third party, including but not limited to intellectual property rights, or (5) any overt harmful act toward any other use of the Site, the App and the Smart Contracts with whom you connected via the Site, the App and the Smart Contracts. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action or proceeding which is subject to this indemnification upon becoming aware of it.

## **XV. USER DATA**

We will maintain certain data that you transmit to the Site, the App and the Smart Contracts for the purpose of managing the performance of the Site, the App and the Smart Contracts, as well as data relating to your use of the Site, the App and the Smart Contracts. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that release to any activity you have undertaken using the Site, the App and the Smart Contracts. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **XVI.OTHER TERMS AND CONDITIONS**

These Terms of Use and any policies or operating rules posted by us on the Site, the App and the Smart Contracts, or in respect to the Site, the App and the Smart Contracts constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, and unenforceable, that provision or part of the provision is deemed severable these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the

electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use

**Last updated: October 23, 2021**